

1. <u>Parties:</u>	Licensors:	Vandal Film, LLC PO Box 45-0970 Miami, Fl 33145 Attn: Tony Gonzalez Tel: 305-467-8669 Email: tony@rtmp.com	Distributor:	TOFG LLC dba 1091 1091 Boston Post Road Rye, New York 10580 Attn: Business & Legal Affairs With a copy to: contractadmin@1091pictures.com
--------------------	------------	--	--------------	--

DEAL TERMS

2. Picture: "VANDAL" (the "Picture")
Director: Jose Daniel Freixas
3. Territory: The world
4. Term:
The Term shall commence on the Effective Date and continue for seven (7) years. Thereafter, the Term shall automatically continue to renew for successive one (1) year periods unless one party gives the other written notice of termination no later than ninety (90) days prior to the expiration of the initial term or the then-current renewal term period, as applicable.

In the event that, during the Term, Distributor enters into a license agreement with a licensee pursuant to which Distributor licenses the Picture for a fixed license period, then, notwithstanding anything to the contrary in this Section 4, the Term of this Agreement shall continue until the expiration of the license period under such license agreement, provided that the scope of the Licensed Rights shall only apply to the rights subject to such license agreement, and the license to all other Licensed Rights hereunder shall expire.
5. Licensed Rights:
(a) TVOD Exploitation;
(b) EST Exploitation;
(c) SVOD Exploitation;
(d) FVOD Exploitation (including AVOD Exploitation);
(e) Educational and Library Streaming Rights;
(f) Linear Streaming via OTT Services;
(g) Airline Rights, Ship Rights and other Transportation Rights;
(h) Television Exploitation, including Basic Television Exploitation, Free Television Exploitation, Pay Television Exploitation and Pay-Per-View Exploitation; and
(i) Non-Theatrical Exhibition.
6. Reserved Rights:
Licensed Rights are limited to the rights listed in Section 5 above and unless otherwise indicated herein, shall be considered to be exclusive. All other rights not expressly granted to Distributor hereunder are reserved to Licensor (the "Reserved Rights"), including without limitation Theatrical Exhibition, Soundtrack Exploitation, merchandise exploitation, live stage, radio, podcast, literary, print and music publishing, novelization and other literary rights, audiobook, screenplay publication, interactive gaming, virtual reality, video games, digital art and non-fungible token, theme park, Derivative/Subsequent Productions (e.g. sequels/prequels/television adaptations).
7. Distribution Fee:
Distributor will retain a distribution fee (the "Distribution Fee") equal to thirty percent (30%) of Gross Receipts. "Gross Receipts" means all amounts received by Distributor or any affiliate thereof from any person or entity, including Subdistributors (including recoupable and non-returnable advances), derived from the exploitation of the Licensed Rights in the Picture(s).

8. Allocation of Gross Receipts: Distributor shall, on an ongoing and continuing basis, with respect to each accounting period during the Term, deduct and allocate the following items from Gross Receipts on a continuing basis in the following order of priority:
 - (a) First, Distributor shall deduct and retain its Distribution Fee;
 - (b) Second, Distributor shall recoup Distribution Expenses (for the avoidance of doubt, there shall be no interest charged by Distributor on Distribution Expenses);
 - (c) Third, after the deduction of (a) and (b), the remaining Gross Receipts will be payable to Licensor.
9. Minimum Guarantee: Distributor will pay to Licensor the positive difference, if any, between Seventy Thousand United States Dollars (US \$70,000) and Licensor's share of Gross Receipts paid to Licensor by Distributor for all accounting periods ending on or prior to the end of the initial Term, payable no later than ninety (90) days after the end of the initial Term and Distributor's receipt of Licensor's invoice therefor.
10. Marketing Commitment: Distributor shall spend no less than Thirty Thousand United States Dollars (\$30,000 USD) to pay Distribution expenses directly attributable to the advertising and promotion of the Picture in connection with its initial release hereunder (e.g. trailer, poster and artwork design, publicist, digital ad buys, Facebook Ads, etc.).

By signing below, the parties agree to the terms set forth in these Deal Terms and in the attached Standard Terms and Conditions:

LICENSOR

VANDAL FILM, LLC.

By: TONY GONZALEZ
Title: MANAGER, PARTNER
Date: 8/16/21

DISTRIBUTOR

By:
Title:
Date: